

Second Addendum to

First Nations Child and Family Services,

Jordan's Principle, and Trout Class Settlement

Agreement

(as revised on April 19, 2023)

WHEREAS:

- A. The parties to these proceedings (Federal Court File Nos. T-402-19, T-141-20, and T-1120-21), Xavier Moushoom, Jeremy Meawasige (by his Litigation Guardian, Jonavon Joseph Meawasige), Jonavon Joseph Meawasige, Ashley Dawn Louise Bach, Karen Osachoff, Melissa Walterson , Noah Buffalo-Jackson (by his Litigation Guardian, Carolyn Buffalo), Carolyn Buffalo, Dick Eugene Jackson also known as Richard Jackson, Zacheus Joseph Trout, Assembly of First Nations, and His Majesty the King in Right of Canada (the "**Parties**") reached a Final Settlement Agreement dated April 19, 2023 ("**FSA**").
- B. The Parties subsequently identified certain clarifications and corrections to the FSA, which the Parties amended by way of an Addendum dated October 10, 2023 ("**Addendum**").
- C. The Court approved the FSA, including the Addendum, by order dated October 24, 2023, reported as *Moushoom c. Canada (Procureur général)*, 2023 FC 1466.
- D. The Court approved the first Claims Process, being for the Removed Child Class and Removed Child Family Class, by order dated June 20, 2024, for reasons dated June 26, 2024.
- E. The Parties have since identified two further clarifications or corrections that need to be made to the FSA and the Addendum.
- F. Through this second addendum, the Parties intend to make those two amendments to the FSA and Addendum, and the Parties do not intend to affect any other part, Article, right, entitlement, burden, obligation, support or protection in the FSA or the Addendum, unless specifically stated herein.
- G. All defined terms in this second addendum have the same meaning as those in the FSA, unless stated otherwise.
- H. Upon execution, this second addendum will form an integral part of the FSA and Addendum, the whole subject to the Court's approval.

NOW THEREFORE in consideration of the mutual agreements, covenants, and undertakings set out herein, the Parties agree as follows:

1. Option to Invest Compensation Funds

Section 3 of the Addendum (Article 6.14(a) of the FSA) is amended to state:

At least six (6) months, or a lesser period of time as advised by experts and determined by the Settlement Implementation Committee to be in the best interests of the Class, prior to issuing payment, the Administrator will contact the Approved Class Member to ask whether the Class Member wishes to direct a portion or all of

the amount to which the Class Member is entitled to an investment vehicle that the Class Member has selected independently and without involvement of the Administrator, or if an investment vehicle becomes available directly through the administration of the FSA, up to sixty days prior to issuing payment to the Class Member.

2. Commencement of the Claims Period

Section 4 of the Addendum (Article 1.01 of the FSA) is amended to state:

Claims Deadline means the date that is:

- (a) three (3) years after the Claims Process Approval Date applicable to each class: for Class Members who have reached the Age of Majority or died before the Claims Process Approval Date applicable to those Class Members;
- (b) three (3) years after the date on which a Class Member reaches the Age of Majority: for Class Members who have not reached the Age of Majority by the time of the Claims Process Approval Date applicable to their class; or
- (c) three (3) years after the date of death: for Class Members who were under the Age of Majority and alive by the time of the Claims Process Approval Date applicable to their class and who died or die prior to reaching the Age of Majority; or
- (d) an extension of the deadlines in (a)-(c) above by 12 months: for Class Members individually approved on request by the Administrator on the grounds that the Claimant faced extenuating personal circumstances and was unable to submit a Claim as a result of physical or psychological illness or challenges, including homelessness, incarceration or addiction, or due to unforeseen community circumstances such as epidemics, community internet connectivity, pandemics, natural disasters, community-based emergencies or service disruptions at a national, regional or community level.
- (e) Notwithstanding sub-Articles (a)-(c), above, the Parties may request from the Court an extension of time after the Claims Process Approval Date applicable to the first Claims Process to mark the

commencement of the three-year period during which Class Members may make a Claim. Such an extension may only be granted with respect to the first Claims Process that is ready for the Court's approval. Such an extension is intended to be limited to the amount of time reasonably needed to prepare all necessary implementation elements of the Claims Process to enable the commencement of the Claims Process, not to exceed nine months from the first Claims Process Approval Date. **The launch date of the Claims Process for the Removed Child Class and Removed Child Family Class will be March 10, 2025.**

[The remainder of this page is left intentionally blank. Signature pages follow.]

IN WITNESS WHEREOF, the Parties have each executed this Agreement on November 26, 2024 with effect as of the Effective Date.

CANADA, as represented by the Attorney General of Canada



(Authorized signatory)

Attorney General of Canada
for the defendant in Moushoom
Action, AFN Action and Trout Action


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Name: Paul Vickery

Position: legal agent/counsel

**THE PLAINTIFFS in Moushoom
Action and Trout Action, as
represented by class counsel**

BY:



(Authorized signatory)

Sotos LLP / Kugler Kandestin LLP /
Miller Titerle + Co.

for the plaintiffs

Print Name:

Mohsen Seddigh

Position:

Partner, Sotos LLP

**THE PLAINTIFFS in AFN Action, as
represented by class counsel**

BY:



(Authorized signatory)

Nahwegahbow, Corbiere / Fasken
LLP / Stuart Wuttke, General Counsel,
AFN

for the plaintiffs

Print

Name: Stuart Wuttke

Position: General Counsel